

Contract no. 1320

Final - 3/25/92

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AGREEMENT

between

TOWNSHIP OF GLOUCESTER

and

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

AFL-CIO, LOCAL #3303E

COUNCIL 71

JANUARY 1, 1992 through DECEMBER 31, 1994

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PREAMBLE

This Agreement entered into by the Township of Gloucester, hereinafter referred to as the "Township", and Local 3303E affiliated with AFSCME, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The effective date of this Agreement shall be January 1, 1992.

ARTICLE I  
RECOGNITION

A. The Township recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel covered under this Agreement and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of the employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087, as well as the other Laws of the State of New Jersey.

B. "Part-time" employees are defined as employees who are employed by the Township for thirty (30) hours or less per week.

ARTICLE II  
DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township during the month following the filing of such card with the Township.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such date and shall furnish to the Township an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the next succeeding January 1, in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union within thirty (30) days after commencement of hire.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and Contract Administration and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Township shall remit all dues and fees collected pursuant to this Article to District Council No. 71 together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after each deduction is made.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union, and signed by the President of the Union, advising of such changed deduction.

ARTICLE III  
WORK SCHEDULE

A. The regularly scheduled work week shall consist of four (4) consecutive days, Monday through Thursday. In the event that there is a need for the Township to revert to a five (5) day work week, then the regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. Neither the regular starting time of work shifts, nor the work shift, will change without seventy-two (72) hours notice to the effected employees and without first having discussed such needs for same with the representative of the Union.

B. The regular work week for full-time Public Works Employees in the bargaining unit is four (4) days, Monday through Thursday, 7:00 A.M. to 5:15 P.M., with normal time allowed for lunch for these employees being one-half (1/2) hour. A fifteen (15) minute rest break is permitted in the forenoon and afternoon.

C. In the event the Township reverts back to a five (5) day regular work week, the days and hours shall be Monday through Friday, 7:00 A.M. through 3:15 P.M., the normal time allowed for lunch for these employees is one-half (1/2) hour. A fifteen (15) minute rest break is permitted in the forenoon and afternoon.

ARTICLE IV  
OVERTIME

A. Overtime refers to any time worked beyond the regular hours of duty. All time worked including all time earned by the employee is considered hours worked for determining hours eligible for overtime pay.

B. Time and one-half (1½) the employee's regular rate of pay shall be paid for work under the following conditions:

1. If the regularly scheduled work week is four (4) consecutive days, all work performed in excess of ten (10) hours in any one day. If the regularly scheduled work week is five (5) consecutive days, all work performed in excess of eight (8) hours in any one day;

2. All work performed in excess of forty (40) hours in any one week;

3. All work performed on Saturday, provided the employee has satisfied the forty (40) hour work week requirement. All time paid for is considered hours worked.

C. Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

1. All work performed on Sunday, provided the employee satisfied the forty (40) hour work week requirement;

2. All work performed on a holiday in addition to the holiday pay;

3. If the regularly scheduled work week is four (4) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of fourteen (14) hours. If the regularly scheduled work week is five (5) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of twelve (12) hours.

D. Overtime work will be distributed as equally as possible among employees within the same classification.

E. All overtime shall be paid promptly in the next payroll check after the overtime is worked.

F. Overtime shall be mandatory for all employees for winter weather conditions (i.e. snow removal) and when the Mayor declares a state of emergency. All other overtime shall be voluntary. However, if insufficient manpower is available on a voluntary basis, the Township may

order employees to work overtime on a reverse seniority basis within classification.

G. A list of all overtime worked per week shall be reported to the local Union President and recorded by employee name with total hours.

4 hours x 1½ = 6 hours credit

4 hours x 2 = 8 hours credit.

H. If employees are placed on standby, by written notice only, they shall be paid for all hours for which they are on standby at their proper rate per hour.

I. When overtime is to be offered by the Municipal Hall (i.e. food giveaway, rabies shots, etc.), an overtime list will be posted on the Union bulletin board in the Public Works lunch room. The list shall state the following:

- 1) What the overtime is for
- 2) How many hours are to be worked
- 3) How many men are needed

This list will remain posted for a period of three (3) working days. At the end of this time period, the list shall be removed from the bulletin board. If, after the three (3) days posting period, the total amount of men needed have not signed, the overtime will be determined by Subsection F of Article IV of this Contract.

Only members of Local 3303E shall be permitted to sign the overtime list.

J. Re: Overtime on Grants and/or Riverfront detail. Should read: No overtime shall be permitted to be worked on any project or work assignment which is normally performed either in whole or in part by full-time Public Works' department employees by any persons hired under a special grant that does not specify the work week schedule." Riverfront personnel shall not be permitted to work any overtime on projects normally assigned to the Public Works department, except if Riverfront personnel have been the only group performing the specific function over a previous six week period. However, request of the Administration for assistance on non-Public Works projects - such as newsletter mailing, food giveaways, etc., are excluded from the limitations of this section.

K. Whenever there is an emergency call that requires an immediate response and corrective repairs, a local 3303E member qualified to perform the work by title classification and experience will be called in to perform the assignment. If the local 3303E member called cannot respond, and there is no other person qualified and available to perform the assignment, the supervisory staff will either perform the task or retain a qualified sub-contractor to perform the task.

To clarify the above, if the task does not require remedial work and the necessary action is limited to a nominal amount of time, then a supervisor or management personnel will be able to perform the task.

ARTICLE V  
CALL-IN TIME

A. In the event the employee is called back to work outside of his regularly scheduled hours, works four (4) hours or less, and the call in time is not contiguous with the employee's regularly scheduled hours, he shall be paid four (4) hours pay at the appropriate overtime rate.

B. In the event an employee is called back to work outside of his regularly scheduled hours, works more than four (4) hours but not more than eight (8) hours, and the call in time is not contiguous with the employee's regularly scheduled hours, he shall be paid eight (8) hours pay at the appropriate overtime rate.

C. In the event an employee is called back to work outside of his regularly scheduled hours, works in excess of eight (8) hours, and the call in time is not contiguous with the employee's regularly scheduled hours, he shall be paid at the appropriate overtime rate for all time worked.

D. In the event an employee is called back to work outside of his regularly scheduled hours, and the call in time overlaps with the employee's regular shift, the employee shall be paid at the appropriate overtime rate for all time worked outside of the employee's regularly scheduled hours. For the employee's regular shift, he shall be paid at his regular hourly rate.

ARTICLE VI  
INSURANCE

A. A Medical Insurance Plan equal to or better than the coverage provided by Blue Cross-Blue Shield and Rider J, 1420 Plan or HMO of New Jersey provided by the New Jersey Employee Benefits Plan Option coverage shall be provided for all employees and their families. In no event will this coverage be changed unless an equivalent or improved plan is obtained by the Township.

B. The Township will pay the premium for hospitalization insurance coverage for all retirees covered by the New Jersey Health Benefits Plan in accordance with State Statutes after 25 years of service.

ARTICLE VII  
WORKERS COMPENSATION

A. 1. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, the employee shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Article are met.

2. When an employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is made by the Township's Workers Compensation carrier, with the final determination, if necessary, to be made by the Workers Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his accumulated sick leave and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

B. Any employee who is injured while working, no matter how slight, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a worker's compensation panel physician that he is unable to work and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by another worker's compensation panel physician appointed by the Township.

E. In the event the Township physician certifies the employee fit to return to duty, job injury compensation benefits granted under this Article shall be terminated, unless the employee's personal physician disputes the

determination of the Township physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne by the Township. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

*2* *R* In the event the employee requests a second opinion of a Township designated alternate physician and the second physician differs with the opinion of the Township's first examining physician, a third examination and opinion will be mandatory at the expense of the Township. The consensus of two of the three physicians on the treatment to be followed will be the treatment covered by the Workers Compensation insurance.

F. In the event any employee is granted said job injury compensation, the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other sources by the employee.

G. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE VIII  
SICK LEAVE WITH PAY

A. Permanent full-time employees shall be entitled to one and three-quarter (1-3/4) eight (8) hour sick leave days with pay for each month of service from the date of hire up to and including December 31 next following the date of hire, and twenty-one (21) eight (8) hour sick leave days with pay for each calendar year thereafter. Part-time employees shall be entitled to sick leave on a pro-rated basis.

B. Sick leave for the purposes herein is defined to mean the absence of an employee from duty because of personal illness for which the employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family currently ill and requiring the presence of the employee.

C. If any employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year.

D. An employee who has been absent on sick leave for five (5) consecutive work days shall be required to submit acceptable medical evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent must be stated on a Doctor's Certificates.

E. An employee who has been absent on sick leave for periods totalling more than ten (10) work days in one (1) calendar year consisting of periods of less than five (5) work days, shall have his sick leave record reviewed by the Township and thereafter may be required to submit acceptable medical evidence for any additional sick time in that year.

F. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.

G. An employee who does not expect to report for work because of personal illness or for any of the reasons set forth in the definition for Sick leave hereinabove, shall notify his immediate superior by telephone or special messenger within one-half ( $\frac{1}{2}$ ) hour prior to the beginning of the employee's shift.

H. Sick leave claimed by reason of quarantine or exposure to contagious disease must be approved upon the certification of the Local Health Department.

I. The total years of service after permanent employment of each employee in the local civil service shall be considered in computing accumulated sick leave due and available.

J. Temporary employees shall be entitled to one (1) eight (8) hour sick leave day with pay for each month of service per year during such temporary full-time employment.

K. Seasonal employees are not eligible for sick leave benefits.

L. Employees shall be notified of the number of sick days and vacation days credited to the employee on or before January 15 of each year.

M. Upon retirement, death or separation due to lay-off, an employee shall be entitled to compensation for unused sick leave on the following basis:

1. \$45.00 per day for all sick days accumulated prior to December 31, 1985.

2. \$55.00 per day, for all days accumulated between January 1, 1986, and December 31, 1988, and \$65.00 per eight (8) hour day for all days accumulated on or after January 1, 1989, up to a maximum of eighty (80) days.

N. For each block of five (5) unused sick days during a calendar year, the employee will receive an additional one-half ( $\frac{1}{2}$ ) percent sick time bonus for that year.

O. In all cases of reported illness or disability, the Township reserves the right to send the visiting nurse and/or Township Doctor to investigate the report.

P. Absence without notification and approval for five (5) consecutive work days may constitute a resignation.

Q. Abuse of sick leave shall be cause for disciplinary action.

R. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

ARTICLE IX  
BEREAVEMENT LEAVE

A. In the event of death of the employee's mother, father, spouse, child, brother, sister or parental guardian, permanent employees shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event shall said leave exceed seven (7) consecutive working days.

B. In the event of death of the employee's grandmother or grandfather, grandchild, permanent employees shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event shall said leave exceed five (5) consecutive working days.

C. In the event of death of the employee's mother-in-law, father-in-law, brother-in-law or sister-in-law, son-in-law, daughter-in-law, permanent employees shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event shall said leave exceed three (3) consecutive working days.

D. Reasonable verification of the event may be required by the Township.

ARTICLE X  
LEAVE OF ABSENCE WITHOUT PAY

A. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Township.

B. Any permanent employee desiring such special leave of absence without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.

C. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted special leave of absence without pay to attend his official duties, for a period not to exceed one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

ARTICLE XI  
UNION LEAVE

A. Any three (3) members of the Union who are elected or designated to attend conventions of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of either pay or time, provided that the said time off is of a reasonable duration as determined by the Supervisor and the Mayor. This right of attendance shall be governed by any conditions, restrictions, and limitations contained in the International Constitution of the Union.

ARTICLE XII  
MILITARY LEAVE

A. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three (3) weeks.

B. Any employee who enters into active service in the armed forces of the United States while in the service of the Township shall be granted a leave of absence for the period of military service.

C. Employees returning from authorized leaves of absence, as set forth herein, will be reinstated to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XIII  
SENIORITY

A. Seniority is a permanent employee's total length of service with the Township, beginning with his original date of hire.

B. An employee having broken service with the Township (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Township.

C. If any question arises concerning two employees who were on the same date, the following shall apply:

1. If hired prior to the effective date of this Agreement, seniority preference shall be determined by the order in which such employees are already shown on the Township's payroll records, first names, first preference.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees' last name.

D. In all cases of promotions, demotions, layoffs, recall, vacation scheduling and other situations where substantial employee advantages or disadvantages are concerned, a permanent employee with the greatest amount of seniority shall be given preference provided he has the ability to do the work involved.

E. A list shall be maintained by the Department indicating the number of jobs available. Such jobs shall be open for bid by all laborers based upon seniority and the ability to do the work.

F. Any job which is open for bid is to be given to the employee who bids and has the most seniority on a provisional basis at the schedule A title rate of pay. At that time, the person receiving the job will have an eighteen (18) working day training period with the guidance of an experienced person to teach the individual. After the eighteen (18) working days, it should be determined if the individual has the ability to do the job. If said individual fails to qualify for the job, they will revert back to the job they held before and the above job will be reopened for bid with the appointment on the 18 working day basis to go to the most senior employee bidding for the position.

ARTICLE XIV  
HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving
Independence Day	Christmas Eve
Floating Holiday	Christmas Day
Labor Day	

B. When the work schedule is a five (5) day week, the Township shall substitute Good Friday and the Friday after Thanksgiving for the Floating Holiday and Christmas Eve, upon consultation with the Union.

C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday (or Thursday if a four [4] day week). Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately after the vacation period.

D. In order to be entitled to the above paid Holidays, employees must work the regular work day before and after the holiday. In the event of sickness on the day before or the day after the holiday, the employee must obtain a doctor's certificate in order to be eligible for the holiday pay.

E. Any holiday leave or day off granted to other Township employees by resolution of the Township Council, other than approval of another negotiated collective bargaining agreement, shall be granted to employees covered by this Agreement. In a case where an employee covered herein is required to work this particular extra holiday or day off, equivalent compensatory time will be granted.

F. Any day declared a National Holiday by the President of the United States shall be granted to employees covered by this Agreement.

G. Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

ARTICLE XV  
VACATIONS

A. Permanent employees in the service of the Township shall be entitled to the following annual vacation:

1. After six (6) months of service from the date of appointment up to one (1) year of service, One (1) eight (8) hour working day vacation per month of service.

2. Commencing with the first (1st) year of service through the third (3rd) year of service, twelve (12) eight (8) hour working day vacation per month of service.

3. Commencing with the fourth (4th) year of service through the eighth (8th) year of service, sixteen (16) eight (8) hour working day vacation per month of service.

4. Commencing with the ninth (9th) year of service through the thirteenth (13th) year of service, twenty-three (23) eight (8) hour working day vacation per month of service.

5. Commencing with the fourteenth (14th) year of service through the eighteenth (18th) year of service, twenty-eight (28) eight (8) hour working day vacation per month of service.

6. Commencing with the nineteenth (19th) year of service up to retirement, thirty (30) eight (8) hour working day vacation per month of service.

B. The greater number of vacation days earned shall begin at the anniversary date of the original date of hire as shown on a seniority roster.

C. Vacation time not used in any year shall be carried forward into the next succeeding year, and must be taken that year or lost.

D. In addition, each employee shall be entitled to three (3) personal days off each year, one of which will be the employee's birthday.

E. Vacation schedules will be approved by the Director of Public Works by March 31st each year. The schedule will be based on seniority limiting vacation to not more than two (2) consecutive weeks until all employees have a first choice. After all employees have had a choice, the Director may approve vacation in excess of two (2) consecutive weeks.

F. If an employee terminates his employment with the Township, or has his employment terminated by the Township, he shall be entitled to vacation days for that year on a pro rata monthly basis for all time worked that year.

G. All vacations must be scheduled by the Department Head. It is the responsibility of the Department Head to schedule individual vacations so that activities of the Township will be carried on with a minimum interruption and inconvenience. Employees with seniority will be given first preference in the assignment of vacations insofar as possible.

ARTICLE XVI  
STRIKES AND LOCKOUTS

A. The Union hereby covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk out, or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctive relief or damages, or both, in the event of such breach by the Union or its members.

D. The Township agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XVII  
MEMBERSHIP PACKETS

A. The Township will allow membership packets, furnished by the Union, to be placed in a suitable area so they may be obtained by new employees.

ARTICLE XVIII  
SAFETY AND HEALTH

A. The Township shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices, reasonably necessary in order to insure their safety and health. "Wearing apparel" shall mean raincoats and hats. The Township shall furnish rain gear and, every six (6) months, replace wearing apparel which is needed, at the Township's expense.

B. The Township and the Union shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically as necessary to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Township facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions. Said inspection shall be conducted during working hours with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the Township.

ARTICLE XIX  
EQUAL TREATMENT

A. The Township agrees that there shall be no discrimination for favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activities.

ARTICLE XX  
GRIEVANCE PROCEDURE

A. A grievance is a dispute that might arise between the parties with reference to the application, meaning or interpretation of this Agreement. Said grievances shall be settled in the following manner:

Step 1: The aggrieved employee or Union steward, at the request of the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to act within the ten (10) day period shall be deemed to constitute an abandonment of the grievance.

Step 2: If the grievance has not been settled, upon proper presentation of the grievance within three (3) working days, the Director shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

Step 3: If the grievance has not been settled, it shall be presented, in writing, by the Union steward (or Union grievance committee or employee) to the Mayor within three (3) working days after the Director's response is due. The Mayor shall meet with the Union steward (or grievance committee and/or employee) and respond, in writing, within three (3) working days.

Step 4: If the grievance still remains unsettled, the representative may, within twenty (20) working days after the reply of the Mayor is due, by written notice, proceed to arbitration. A request for arbitration shall be made no later than such twenty (20) working day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Township shall mutually agree upon a longer time period within which to adjust such a demand.

B. Subject matters that are grievable and arbitrable shall be submitted to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by this Agreement only and his decision shall be final and binding on both parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

C. The Union will notify the Township, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other representatives regarding matters of employee representation on grievance proceedings during working hours without loss of pay for periods not to exceed two (2) hours per day; to be scheduled upon mutual agreement with the Director of Public Works as to the time of day. If additional time is required, it cannot be unreasonably denied by the Township.

D. Agents of the Union who are not employees of the Township will be permitted to visit with employees during working hours at their work stations for the purpose of discussion Union representation matters, so long as such right is reasonably exercised and there is no undue interference with progress. (Such representatives shall also be recognized by the Township as authorized spokesmen for the Union in the matters between the parties regarding employees' representation matters.)

E. The Township and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

C. The Union will notify the Township, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other representatives regarding matters of employee representation on grievance proceedings during working hours without loss of pay for periods not to exceed two (2) hours per day; to be scheduled upon mutual agreement with the Director of Public Works as to the time of day. If additional time is required, it cannot be unreasonably denied by the Township.

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E. The Township and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE XXI  
GENERAL PROVISIONS

A. The Township and the Union recognize the need for the development and training of qualified employees to fulfill the Township's manpower requirements for maintaining the efficiency of operations and services. The Township agrees to join with the Union in the mutual undertaking to try to establish a training program for employees covered by this Agreement. The training program would be utilized to help employees as may be required by the Township for various positions. Neither the Township nor the Union are bound to either participate in a certain type program or certain instruction, it being understood that this is the type of program which would be mutually beneficial and the program itself must depend both upon availability of the employee's time and to the Township both training facilities and personnel which would not interfere with the effective operation of the department.

B. Civil Service Bulletins shall be issued monthly to the Union president.

C. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific portion of the Agreement effected by such a decision, whereupon the parties agree to commence negotiations relative to the invalid portion.

D. It is agreed that the representatives of the Township and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

E. The jurisdiction and authority of the Township over matters not covered by this Agreement are expressly reserved and implied reserved by the Township in accordance with the laws of the State of New Jersey.

F. New Jersey Department of Personnel (Civil Service) job title descriptions shall be added at the end of this agreement under Appendix "A". Since on some titles there have been various issues of the job title descriptions, only the descriptions signed by both parties of this agreement apply.

G. Unless specifically excluded herein, all full time employees paid on an annual or hourly basis shall be subject to those personnel policies and regulations set forth in the Gloucester Township Rules and Regulations.

H. Prior to the appointment of any applicant, a person shall undergo a physical examination to be administered by the Township Physician and any other examination, when requested by the appointing authority. The prospective appointee or employee shall also complete and file a prescribed questionnaire of physical condition and history with the Administration of the Township.

I. It is the policy of the Township to offer employment and fair treatment to all its employees. The employee is expected to properly maintain his mental and physical well being to assure his continued employment to the satisfaction of the Department Head and Governing Body.

J. Except when otherwise provided by law, every person appointed to a new position shall be deemed to be on probation in the position to which he shall be appointed, for a period of three (3) months, such probation shall not effect permanent status for any other Township employment that the employee may have achieved prior to his completion of the probationary period. The employee or officer shall be evaluated by the Mayor to determine whether he shall be granted permanent status or dismissed. The Mayor may require reports and recommendations from immediate superiors and department heads for this purpose.

K. Employees may not directly or indirectly solicit donations or other gratuities, contributions and the like that would in any sense put the employee under obligation to the person making the donations and violating the principle that all citizens be treated alike.

L. A time clock will be used by all hourly employees. These employees are to use the time clock to register their starting time in the morning and their finishing time in the afternoon.

M. 1. All mechanics shall receive a shoe allowance of ninety dollars (\$90.00) for the year 1992 and one hundred dollars (\$100.00) for the years 1993 and 1994, payable as near as possible to December 1 of each year. Mechanics shall also have all required uniforms supplied and maintained.

2. The Township shall make coveralls available, and shall maintain, coveralls for the Sewer Repairman and his helper.

3. Effective 1/1/92, employees other than mechanics covered under this Agreement shall receive a clothing maintenance allowance of four hundred thirteen (\$413.00) dollars. January 1, 1993, employees other than mechanics covered under this Agreement shall receive a clothing maintenance allowance of four hundred thirty-eight (\$438.00) dollars. Effective 1/1/94, allowance will be four hundred sixty-three dollars (\$463.00). Said clothing maintenance allowance shall be made in two (2) equal amounts as near as possible to June 1 and December 1 of each year. An employee who works no part of a six-month period by virtue of Workers' Compensation or sick leave of absence shall not be eligible for the clothing maintenance allowance payment for that six-month period. The six-month period referred to above shall be from January 1 to June 30 or from July 1 to December 31 of any calendar year.

4. Effective January 1, 1992, Mechanics shall receive a tool allowance of two hundred dollars (\$200.00) per year for 1992 and 1993. For 1994, the amount will be three hundred dollars (\$300.00) Said amount shall be payable in one lump sum during the month of January each year.

N. 1. It is agreed that there is herewith created a committee composed of two (2) members from management and two (2) members of the Union. The purpose of this committee shall be to discuss employee/Township relation problems of a general nature in order that understanding and problem solution, where possible, may occur. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employee/Township relations through communications between the parties.

2. The Union shall appoint its two (2) members to the committee, and the Township shall appoint its two (2) members of the committee.

3. The Union/Township meetings shall take place on the first Thursday of each month.

O. 1. It is agreed that all job vacancies and new positions shall be filled from among employees in the Department in accordance with Civil Service Regulations.

2. Vacancies and new positions shall be filled by giving the employee with the greatest amount of seniority preference provided he has the ability to do the work involved.

3. In filling a vacancy or new position, if it should become necessary to bypass an employee, the reasons for the denial shall be given in writing to such employee with a copy to the Union. The employee who was bypassed then shall have the right to appeal the action through the grievance procedure.

P. When an employee is assigned to work in a higher rated classification, he shall receive the higher rate of pay for the actual hours worked in the higher classification. However, if worked in less than 4 hours in the higher classification, he will be paid for four (4) hours provided his total hours for that day exceed four (4) hours.

ARTICLE XXII  
WAGE SCHEDULE

A. Effective January 1, 1992, all bargaining unit employees shall receive a four (4%) percent salary increase on their hourly rate as of 12/31/91. Schedule A attached hereto reflects this rate increase.

B. Effective January 1, 1993, all bargaining unit employees shall receive a four and one-half (4½%) percent salary increase. The hourly rates of pay are listed in Schedule A attached hereto and reflect this increase.

C. Effective January 1, 1994, all bargaining unit employees shall receive a five (5%) percent salary increase. The hourly rates of pay are listed in Schedule A attached hereto and reflect this increase.

D. An employee who works in a higher classification shall immediately receive the pay rate for that higher classification. Payment for work in a higher classification shall be made no later than two (2) weeks after having worked same. See Item P, Article XXI.

E. Paychecks shall be issued at the end of each scheduled work week.

ARTICLE XXIII

LONGEVITY

A. Longevity payments will be made to the employees covered by this Agreement in accordance with the schedule outlined below. Said payments will be made not later than five (5) working days after November 1st of each contract year in a separate check issued to all eligible employees.

B. In order to be eligible for longevity payments, an employee must have a minimum of five (5) years of continuous service in the year longevity is to be paid, regardless of when the employee's actual anniversary date falls, making him eligible for longevity.

C. 1. Commencing with the 5th year through the 6th year - 7% of annual salary.

2. Commencing with the 7th year through the 8th year - 8% of annual salary.

3. Commencing with the 9th year through the 10th year - 9% of annual salary.

4. Commencing with the 11th year through the 14th year - 10% of annual salary.

5. Commencing with the 15th year and thereafter - 11% of annual salary.

D. Longevity checks will be issued on or about November 1st in sealed Payroll envelopes.

ARTICLE XXIV  
HEALTH AND WELFARE

A. It is agreed between the Township and the Union that the Township shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund the sum of three hundred and seventy five dollars (\$375.00) per annum for the year 1992. For the year 1993 and 1994, the amount will be four hundred fifty dollars (\$450.00) for each full time employee who is a member of the Union, and for whom the Union is the bargaining agent for the purposes of this contract and Agreement, to provide at least an eyeglass, dental and prescription plan for the membership.

B. The Union agrees to save and hold harmless the Township from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the Township audits or reports dealing with said funds annually by June 30th each year.

ARTICLE XXV  
DISCIPLINARY ACTION

A. It is impossible to outline every aspect of behavior which is or is not appropriate for public employees. All employees are expected to maintain high standards of ethical and other personal conduct and to maintain respect for the importance of people. Causes for removal are outlined below and removals may be made for sufficient causes other than those listed below and referred to in this Agreement:

1. Neglect of Duty.
2. Incompetency or inefficiency.
3. Insubordination or serious breach of discipline.
4. Intoxication on duty, or medical proof of using drugs.
5. Chronic or excessive absenteeism.
6. Disorderly or immoral conduct.
7. Willful violation of any of the provisions of the statutes, rules or regulations.
8. The conviction of any criminal act or offense.
9. Negligence of willful damage to public property.
10. Conduct unbecoming a public employee.
11. Punching another employee's time card.

B. All disciplinary action taken shall be progressive, beginning with a verbal warning except for Items 4, 8, and 11 in Paragraph A above.

ARTICLE XXVI  
MANAGEMENT RIGHTS

A. The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to issue improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees to require compliance by the employees.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Law of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXVII  
EMPLOYEE RIGHTS

A. To insure that individual employee rights are not violated, the following represents the employee's rights:

1. An employee shall have the right to Union representation at each and every step of the grievance procedure set forth in this Agreement.

2. An employee shall not be required to submit to an interrogation by the Township and/or representatives of the Township without Union representation present at such interrogation.

3. No recording device of any type shall be used at such interrogation.

4. In all disciplinary hearings or hearings designed for the appeal of a disciplinary action already taken, the employee shall be entitled to Union representation. Such representation shall consist of the Local Union Representative or his designee, the Chief Shop Steward or his designee, and a Union Representative from the District Council of which the employee is a member.

5. In all disciplinary hearings or hearing designed for the appeal of any disciplinary action, the employee and/or his Union representative(s) shall have the right to introduce evidence and witnesses in his behalf.

Furthermore, the employee and/or his Union representatives shall be granted the right to cross-examine any and all witnesses against him.

6. Recording devices may be used only if prior agreement with the Union is reached. The Union shall be given a duplicate of any and all recordings made. The cost for such recordings shall be shared equally between the Union and the Township.

7. No employee shall be intimidated, coerced, given any offer or threatened with any reprisal by the Township for having exercised his rights under this Agreement.

ARTICLE XXVIII  
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, without any reopening date.

B. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) nor no later than one hundred and twenty (120) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Gloucester, New Jersey, on this

\_\_\_\_\_  
day of \_\_\_\_\_, 1992.

A.F.S.C.M.E.  
LOCAL #3303E

TOWNSHIP OF GLOUCESTER

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THE TOWNSHIP OF GLOUCESTER  
 AFSCME/AFL-CIO LOCAL 3303E  
 CONTRACT  
 WAGE SCHEDULE  
 EXHIBIT "A"

PER HOUR

	+ 4%	+ 4½%	+ 5%
	1992	1993	1994
1. Equipment Operator	14.44	15.09	15.85
2. Street Inspector	14.44	15.09	15.85
3. Maintenance Repairer-All Trades	14.30	14.95	15.70
4. Mechanic Inventory Control	14.23	14.87	15.62
5. Mechanic	14.03	14.66	15.40
6. Senior Sewer Repairman	13.92	14.55	15.28
7. Truck Driver	13.59	14.20	14.91
8. Laborer Heavy	13.36	13.96	14.66
9. Laborer - Starting Rate	8.27	8.64	9.07
10. Laborer - After 90 Days	8.96	9.37	9.84
11. Laborer - After 120 Days	10.34	10.81	11.35
12. Laborer - After 1 Yr. of Srv.	13.06	13.65	14.33
13. Custodial Worker Starting Rate	7.86	8.21	8.62
14. Custodial Worker - After 90 to 120 Days	7.90	8.26	8.67
15. Custodial Worker - After 120 to 1 year	8.56	8.95	9.40
16. Custodial Worker - After 1 Yr. of service	9.23	9.65	10.14
17. Senior Maintenance Repairer All Skills	14.44	15.09	15.85
18. Senior Traffic Maintenance	13.92	14.55	15.28

#1

**NEW JERSEY DEPARTMENT OF PERSONNEL**  
**DIVISION OF COUNTY AND MUNICIPAL GOVERNMENT SERVICES**

**EQUIPMENT OPERATOR  
CLASS SPECIFICATION**

**DEFINITION:**

Under direction, operates one or more types of gasoline or diesel powered equipment to perform assignments to push, pull, pile or load materials, clear brush and debris, level earth to rough specification on simple rolling terrain and/or level surfaces; inspects equipment daily and reports unsafe conditions; services and makes minor emergency repairs in garage or field, lubricates and oils equipment when needed; does related work as required.

**DISTINGUISHING CHARACTERISTICS AND STANDARDS:**

Equipment Operators in this class of positions operate equipment to perform assignments to push, pull, pile or load materials, clear brush, level earth to rough specification on flat, rolling terrain or at construction sites with simple terrain problems, or perform assignments where the attachments will usually remain in a set position for longer periods of time. Equipment Operators may be assigned to only one piece of equipment or several pieces depending on the job assignment. For example, an equipment operator may be assigned to a sanitary landfill and operate a bulldozer and/or a front end loader to push refuse into an open pit and cover it with earth, while still other operators may be assigned to a crew where several pieces of equipment are necessary to complete an assignment, such as removing and disposing top soil and sod using a bulldozer, roadscraper and/or a motor grader.

The Equipment Operator may operate any number of pieces of equipment such as front end loaders, back hoes, sewer cleaning equipment, asphalt roller, paving machine, tractor, small graders etc., depending on the jurisdiction and its needs. The nature of the work assignments and the skills required to operate the equipment to perform the assigned task are what determine the classification for Equipment Operator.

**EXAMPLES OF WORK:**

Operates equipment such as a front end loader, bulldozer, etc., to pull, pile or load sand, gravel, leaves, refuse, etc. at various work sites on flat or rolling terrain in order to complete the assigned task.

Operates equipment that are towed by a tractor such as a gang mower to mow grass, and/or hauling or digging dirt with scrapers or pans, in order to accomplish the assigned task.

Clears brush, stumps, and rocks on flat and rolling terrain or levels earth to rough specification at construction sites with simple terrain problems, in order to insure that the area is cleared.

Excavates trenches and drainage ditches, for culverts or streams using equipment by manipulating different controls to adjust the attachments such as blade, bucket, etc., to gain the proper level, angle, or depth depending on the work to be done.

Smooths surfaces that require very little shaping in order to repair small bumps and fill holes, using the equipment assigned in order to accomplish the assigned task.

## EQUIPMENT OPERATOR

Insures that the equipment is ready for operation at all times by inspecting and lubricating moving parts for adequate lubrication, inspecting tires for proper inflation, checking brake hydraulic reservoir level and oil level and making a general inspection of the entire equipment for any obvious deficiencies.

Reads instructional and operational manuals on correct lubrication, adjustment, and repair procedures on equipment assigned in order to prevent excessive strains and wear of vital parts.

Performs a variety of manual unskilled laboring tasks, and work assignments, when not engaged in operation of equipment.

May occasionally drive a truck.

Reports any problems that cause a delay in the completion of the work assignment to the supervisor, either in writing or verbally.

Receives assignments either in writing or orally explaining the work to be done and the equipment to be used in order to know the specifics of the assigned tasks.

### REQUIREMENTS:

#### Experience

One year of experience in the operation and maintenance of motorized excavating or grading or paving or earth moving or hoisting and moving or related construction vehicles.

**NOTE:** Satisfactory completion of a formal training program or course in the operation and maintenance of construction equipment may be substituted for the above work experience.

#### License

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

#### Skill

Skill in handling different sets of controls which require good hand, foot and eye coordination needed to operate and maneuver a variety of equipment.

Skill in moving the equipment about in confined areas.

#### Knowledge

Knowledge in using different sets of controls for operating equipment and attachments.

Knowledge of adjusting, oiling, greasing and maintaining various equipment to insure good working conditions.

## EQUIPMENT OPERATOR

Knowledge of sight inspection procedures used for checking tires and brakes for wear, clutch for slipping, etc., to insure safe operation of the equipment.

### Ability

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American Sign Language or braille.

Ability to follow specific oral or written instructions concerning the work assignment.

Ability to work without close and constant supervision to perform the work assignment.

Ability to handle different sets of controls used for operating various equipment.

Ability to move eyes, hands, and feet together to control movement of equipment and estimate distances.

Ability to adjust, oil, grease and maintain assigned equipment.

Ability to sight inspect equipment for tire and brake wear etc. in order to insure safe operation to equipment.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

**NOTE:** The following variant titles have been approved for the Equipment Operator specification:

- Beach Maintenance
- Bridges
- Mosquito Extermination
- Parks
- Public Works
- Roads
- Sanitary Landfill
- Sanitation
- Sewers
- Streets
- Trees
- Water

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### STREET INSPECTOR

DEFINITION: Under direction, inspects the construction, reconstruction, maintenance and repair of streets so as to bring about compliance with plans and specifications; does related work as required.

EXAMPLES OF WORK: Sees that the specifications for the earthwork, cuts, fills, slopes, ditches, rock excavation, fine grading, construction of concrete, bituminous macadam, gravel and bituminous concrete pavements, spreading and rolling of stone, shoulders, and guard rails, and the erection and placement of signs are complied with and that only permissible vacations within allowable tolerances occur; by means of the straight edge and by visual inspection sees that a good riding surface is obtained; sees that tools, machinery, and trucks are so used as to avoid accidents; keeps records of the loads of distributing trucks, reporting gallonage, square yards penetrated or treated, rate per gallon, temperature, and source of materials; makes daily reports showing the status of the work in relation to plans and specifications.

REQUIREMENTS:

1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
2. One year of experience in street construction and maintenance work.
3. Wide knowledge of the methods, materials and equipment used in the construction, reconstruction, and maintenance of streets; of the problems encountered in obtaining compliance with plans and specifications; of reducing notes and checking general field conditions; of the establishment and maintenance of needed records; and of the preparation of reports from these records.
4. Ability to understand, remember and carry out oral and written directions; to read and interpret street plans and specifications; to maintain a good riding surface by means of the straight edge and visual inspection; to stake out by the use of the tape, line, and level the exact position of curbs and gutters in relation to the crown of the road; to determine whether materials furnished comply with the specifications and take the steps necessary to bring about compliance; to take and maintain a firm and correct stand when controversies arise; to work harmoniously with associates; contractors, and others engaged in or concerned with street work, and to keep records and files.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

E.S.  
4/22/75

# 3 NEW JERSEY DEPARTMENT OF CIVIL SERVICE

DIVISION OF LOCAL GOVERNMENT SERVICES

MAINTENANCE REPAIRER *A*

## CLASS SPECIFICATION

### DEFINITION:

Under direction, performs a variety of routine maintenance and repair tasks involved in masonry and/or plastering and/or carpentry and/or painting and/or plumbing and/or steamfitting and/or sheet metal and/or electrical and/or glazing and/or mechanical and/or other types of maintenance work; does related work as required.

### EXAMPLES OF WORK:

Erects simple forms, mixes cement and aggregates, pours, and does the finishing work involved in concrete structures.

Patches and repairs brick and concrete structures.

Repairs damaged plastered walls and ceilings.

Spackles, paints interior and exterior metal, wood, and masonry surfaces.

Repairs plumbing stoppages and repairs leaks in copper, soil, and iron pipe.

Replaces washers, gaskets, and makes general service repairs.

Does general sheet metal work involved in repairing roofs, drainboards, and rainspouts.

Replaces light bulbs, fuses, wall plates, fixture cords and switches.

Replaces broken glass and re-putties.

Changes lubricants, refuels, and does light maintenance work on equipment and vehicles.

Cleans tools and equipment.

Keeps simple records.

### REQUIREMENTS:

#### Knowledge

Some knowledge of the standard tools, materials, methods, practices, occupational hazards and safety precautions involved in performing general maintenance and repair work.

MAINTENANCE REPAIRER--Cont.

Ability

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to understand, remember and carry out oral and written directions.

To take needed safety precautions in performing the work.

To obtain, store, safeguard, distribute and properly use needed equipment, materials and supplies, and to maintain simple records.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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# NEW JERSEY DEPARTMENT OF CIVIL SERVICE

## DIVISION OF COUNTY AND MUNICIPAL GOVERNMENT SERVICES MECHANIC

### SPECIFICATION

#### DEFINITION:

Under direction, performs varied mechanical work involved in the repair, maintenance, and servicing of motor vehicles and/or construction equipment working with various machines and hand tools common to the trade; does related work as required.

#### DISTINGUISHING CHARACTERISTICS:

Positions in this class service and repair engines and components, power trains, suspension systems and other mechanical units of such motor vehicles as automobiles, vans, and/or such construction equipment as trucks, buses, bulldozers, tractors, cranes, road graders, power shovels or similar equipment.

The repair of major systems such as diesel engines, transmission or hydraulic systems are included in this class when performed as part of the total repair to the type of equipment described above. Positions involving the repair of transmissions, diesel, or hydraulic systems primarily or as the paramount function should be classified in the series that is most appropriate for the functions performed.

#### EXAMPLES OF WORK:

Obtains description of mechanical problems from driver of vehicle and/or test drives the vehicle or uses testing equipment such as motor analyzers, spark plug testers or compression gauges in order to locate and identify the problem.

Locates worn, dirty or poorly adjusted parts through visual check of vehicle or through the use of testing devices such as timing lights and dwell meters or other diagnostic equipment.

Removes, cleans, or replaces defective parts such as spark plugs, wheel cylinders, mufflers, tail pipes or brake shoes.

Makes needed settings and adjustments such as setting distributor and voltage regulator, points, gapping spark plugs, setting engine idle and timing, and adjusting brakes.

Removes units such as engine, transmission, or differential, using wrenches and hoist.

Disassembles unit and inspect parts for wear, using micrometers, calipers, and thickness gauges.

Repairs or replaces parts such as pistons, rods, gears, valves, and bearings, using mechanic's hand tools.

Overhauls or replaces carburetors, blowers, generators, distributors, starters, and pumps.

## MECHANIC

Rebuilds parts such as crankshafts and cylinder blocks, using lathes, shapers, drill presses, and welding equipment.

Rewires ignition system, lights, and instrument panel.

Relines and adjusts brakes, aligns front end, repairs or replaces shock absorbers, and solders leaks in radiator.

Mends damaged body and fenders by hammering out or filling in dents and welding broken parts.

Replaces and adjusts headlights, and installs and repairs accessories such as radios, heaters, mirrors, and windshield wipers.

Disassembles and rebuilds components by fitting and installing needed parts such as rings, pistons, bearings, and gears.

Aligns, meshes, and connects repaired units to related mechanisms and makes adjustments to assure proper operation of units.

Adjusts ignition timing and valves and adjusts or replaces spark plugs and other parts to ensure efficient engine performance.

Installs air conditioners and service components such as compressors and condensers.

Aligns and balances wheels and repairs steering and suspension systems.

Adjusts brakes, replaces brake linings and pads, repairs hydraulic cylinders and makes other repairs to the brake system.

Cleans radiators, locates and solders leaks and installs new radiator cores in vehicles.

Overhauls and repairs electrical systems and components.

Replaces defective wiring and electrical units in vehicles such as starters and generators.

Repairs and replaces gear trains, couplings, hydraulic pumps and other components of automatic transmission systems.

In making repairs, uses a variety of tools, equipment and testing devices such as pneumatic wrenches to remove bolts; lathes and grinding machines to rebuild brakes and other parts; welding and flame cutting equipment to repair exhaust systems; ammeters, ohmmeters and voltmeters to locate electrical system malfunction; motor analyzers, spark plug testers or compression gauges to locate mechanical problems; wheel balancing equipment to balance wheels; scientific testing equipment to help adjust and locate malfunctions in fuel, ignition and emission control systems, and common handtools such as screwdrivers, pliers, and wrenches to work on small parts and get to hard to reach places.

Consults manufacturer or other manuals or charts to identify replacement parts or ascertain specified dimensions and tolerances of components.

## MECHANIC

Welds broken parts and structural members.

May direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment.

Traces and locates defects and causes of mechanical problems to determine type and extent of repairs.

Overhauls, rebuilds, repairs and services diesel, gasoline, and other types of combustion engines, automatic and nonautomatic transmissions, heavy duty drive line systems, hydraulic utility systems and controls.

Selects and makes necessary repairs in accordance with appropriate repair specifications, manuals, and procedures.

Fits and installs parts such as pistons, valves, bearings, gears, and cylinders to appropriate tolerances and make appropriate adjustments in accordance with specifications and guidelines.

Connects, aligns, and adjusts mechanical components to assure proper operation of the vehicle.

Repairs cross driver or similar multisystem transmissions.

Repairs large and powerful 12 cylinder engines with pistons which directly power multiple hydraulic and pneumatic systems and large multiple, interconnected engine systems.

Overhauls a variety of intricate fuel injection systems.

Overhauls and rebuilds transmissions such as those which have braking, steering, and differential systems mechanically integrated with the transmission.

Drives a vehicle such as a pick up truck, tow truck, etc., to various locations to service disabled motor vehicles.

Examines and discusses with operator the nature of the malfunctions, manipulates gears, examines battery, checks fan belt, raises and lowers attachment on equipment, etc., in order to diagnose the problems and make needed adjustment and repairs.

May take the lead and give suitable assignments to those assigned as helpers.

## REQUIREMENTS:

### Experience

Three years of varied experience in the maintenance and repair of various types of motor vehicles and/or construction equipment such as bulldozers, tractors, cranes, wood graders, power shovel or similar equipment.

## MECHANIC

NOTE: Possession of a certificate showing successful completion of a vocational-educational training program in automotive mechanics approved by the New Jersey Department of Education may be substituted for one year of the work experience indicated above.

OR

Possession of a certificate as an automotive mechanic issued by the National Institute for Automotive Service Excellence may be substituted for one year of the work experience indicated above.

### License

Appointees may be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employees mobility, is necessary to perform the essential duties of the position.

### Knowledge

Knowledge of where and how a variety of automotive systems, components, accessories, and parts of systems such as wheel cylinders, fuel lines, condensers and mufflers are installed.

Knowledge of varied types of motors and equipment and their operation.

Knowledge of the procedures for diagnosing the reasons for motor failure and of the steps necessary to correct the condition.

Knowledge of the makeup, operation and installation procedures for all components and systems of vehicles such as engines, transmissions, front and rear-end assemblies, electrical and hydraulic systems.

Knowledge of the mechanical makeup, operation and working relationships of a variety of heavy duty systems, assemblies, and parts such as diesel, multifuel and gasoline engines including supercharged and turbocharged engines, automatic and nonautomatic transmissions and gear reductions systems, including those with torque converters, planetary gears and more than one gear range; and driveline assemblies including differentials, power dividers and dual speed axles, hydraulic lifting, loading, turning and positioning systems including their mechanical, hydraulic, and pneumatic controls.

### Ability

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American sign language or braille.

Ability to determine the mechanical defects which cause engines, transmissions, hydraulic systems and other major systems and their components to fail to operate properly.

Ability to use a wide range of diagnostic and testing equipment, including electrical, electronic, light and pressure types in order to determine cause of mechanical problems such as engine analyzers, dynamometers, exhaust analyzers, vacuum and fuel pump testers, injector testers, ignition timers, tachometers, ammeters and ohmmeters.

Ability to use technical manuals, specifications, diagrams, schematics and similar guides to make repairs and modifications to equipment.

Ability to improvise, substitute and alter parts to fit and mesh in systems for which the parts were not designed or when technical manuals, diagrams, schematics or similar guides do not apply.

Ability to disassemble, rebuild, adjust, reassemble, reinstall and align various automotive components and assemblies.

Ability to manipulate small objects with the fingers, such as bolts, ignition wiring, points, plugs, and measuring instruments.

Ability to determine when parts should be cleaned and reinstalled or removed and replaced with standard parts and the types and extent of adjustment and alignment required.

Ability to make tune-up adjustments and settings such as setting points and timing engines according to specifications.

Ability to obtain, store, record, safeguard and properly use equipment, material and supplies.

Skill in reading diagrams, blue prints and schematics.

Skill in using mechanic hand tools and small power tools such as pliers, screw drivers, pneumatic wrenches and drills.

Skill in the use of a variety of test equipment such as feeler gauges, circuit testing, timing lights, dwell meters, dial gauges, oscilloscopes, exhaust analyzers, and engine and chassis dynamometers.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

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6

SENIOR SEWER REPAIRMAN

DEFINITION: Under direction, performs the more difficult work involved in the maintenance and repair of sewers and/or takes the lead in a unit; does related work as required.

EXAMPLES OF WORK: When a suitable work program and working procedures have been developed performs the more difficult tasks and/or takes the lead in a unit in tasks involved in cleaning storm water and sewer catch basins periodically; repairs broken sewer lines; replaces worn parts and installs new sewer pipe; keeps simple records.

REQUIREMENTS:

1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
2. One year of experience in water or sewer installation or repair work and/or varied plumbing work,
3. Considerable knowledge of the methods of repairing sewers; of the varied types of repair materials and their uses; of the operation of sewers and the proper methods of cleaning them; and of the installation of sewer pipes and lines.
4. Ability to understand, remember, and carry out oral and written directions; to learn quickly from oral and written explanations and from demonstrations; to perform heavy manual work as well as specialized tasks; to perform routine, though sometimes complex, mechanical operations; to obtain, store, safeguard, and use needed equipment, materials and supplies; and to keep simple records.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

(1)

# NEW JERSEY DEPARTMENT OF CIVIL SERVICE

## DIVISION OF COUNTY AND MUNICIPAL GOVERNMENT SERVICES

### TRUCK DRIVER

#### CLASS SPECIFICATION

#### DEFINITION:

Under direction, drives a truck with a gross vehicle weight of less than 18,000 pounds to transport materials, equipment or people; does related work as required.

#### EXAMPLES OF WORK:

Drives trucks with a gross vehicle weight of less than 18,000 pounds to pick up, haul and deliver materials.

Receives written and/or oral assignments and drives trucks of varied types, including trucks used for road maintenance and construction work and road oiling, snow plowing, and ice control work.

Assists with the repair and installations of snow plows and spreaders.

Picks up, loads on truck, and delivers materials of varied types.

Attends to minor repairs and adjustments on truck.

Keeps trucks supplied with gas, oil, and water; keeps garage clean and in order, and keeps records of trips.

Checks, cleans, greases, washes, and makes the required adjustments to trucks and other auxillary equipment.

Collects and loads and unloads, with and without assistance, various types of equipment, furniture, laundry, food products, coal, ashes, garbage and trash and delivers same by truck to specified destinations.

Operates snow removal equipment, in order to keep roads clear.

Keeps simple records of receipts, deliveries, fuel consumption and mileage traveled.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, and bituminous paving material, by pulling levers and turning crank to tilt body and dump contents.

May inspect truck prior to operating for proper amounts of fuel, oil, water and to see that tires are inflated and that lights and brakes work properly.

May make minor emergency repairs to trucks such as changing tires, installing light bulbs, fuses, tire chains, etc.

When not engaged in driving a truck or other equipment, may perform other work as assigned, such as road and landscape construction, building maintenance and repair work, groundskeeping, laboring or other unskilled work.

## TRUCK DRIVER

### REQUIREMENTS:

#### Experience

One year of experience in driving a truck with a gross vehicle weight of at least 6000 pounds.

#### License

Possession of a driver's license valid in the state of New Jersey.

**NOTE:** Where the position involves the operation of an articulated vehicle then possession of an articulated vehicle endorsement (license) issued by the New Jersey Division of Motor Vehicles will be required. An articulated vehicle means a combination of a commercial motor vehicle registered at a gross weight in excess of 18,000 pounds and one or more motor drawn vehicles joined together by means of a coupling device.

#### Knowledge

Considerable knowledge of the care, maintenance, and the competent, safe and efficient operation of trucks and auxiliary equipment, including the cleaning, lubrication, servicing of batteries, and care of tires and lights.

Considerable knowledge of the minor repair procedures that can be done without recourse to the repair shop.

Some knowledge of the procedures involved in the loading, unloading, and delivering of various materials and in the preparation of simple records, invoices, and receipts.

#### Ability

Ability to detect truck driving and operating problems, organize assigned trucking and related work, and develop effective work methods.

Ability to understand, remember and carry out oral and written directions and to learn quickly from oral and written explanations and demonstrations.

Ability to operate trucks and auxiliary equipment such as snow plows, spreaders and power take-off in a skilled, safe, and competent manner.

Ability to load and unload varied types of freight.

Ability to service, clean, and make minor repairs to trucking equipment.

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American sign language or braille.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible. ES/8-20-86/DISC 24-39

**NEW JERSEY DEPARTMENT OF PERSONNEL**  
**DIVISION OF COUNTY AND MUNICIPAL GOVERNMENT SERVICES**

(8)

**LABORER  
CLASS SPECIFICATION**

**DEFINITION:**

Under direction, primarily performs varied types of manual and unskilled laboring work; may drive a truck in connection with laboring work on occasion; does related work as required.

**EXAMPLES OF WORK:**

Loads, lifts, and moves supplies, furniture and equipment.

Digs trenches, does manual grading.

Cleans incinerators, shovels ashes and coal.

Collects rubbish, ashes, and other refuse.

Cuts the grass, mows lawns, trims hedges; waters lawns, flowers, and vegetable beds.

Loads and unloads trucks.

Shovels snow; whitewashes walls.

Shovels gravel and sand, helps in mixing cement and mortar, helps in the placing of the forms used in concrete work; does cold patching.

Cleans up underbrush, foliage, vines and weeds, helps cut down trees, digs out stumps of trees, digs out and destroys poisonous vines, weeds and undergrowth.

Helps clean sludge beds, sweeps streets, cleans sewers.

Pries and hammers apart sections of wall and roof.

Loads debris into truck for removal; sorts, piles and cleans salvageable brick, stone, lumber and metal work.

Occasionally or incidentally drives trucks.

**REQUIREMENTS:**

Ability

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American Sign Language or braille.

Ability to understand, remember and carry out oral and written instructions.

LABORER

Ability to perform a variety of manual tasks either alone or as a member of a group.

Ability to perform heavy manual labor for prolonged periods of the time under varying temperatures and climatic conditions.

Ability to follow prescribed procedures.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

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NAME  
CIVIL

LABORER, (HEAVY)

DEFINITION Under direction, performs the arduous tasks in loading garbage and refuse from sidewalks and curbs into trucks, does related work as required.

EXAMPLES OF WORK Collects rubbish, ashes and other refuse; lifts loaded refuse cans to truck, empties refuse; redeposits cans at the curb; operates mechanisms at the rear of trucks; loads, lifts, and moves supplies, ditches and does manual grading; sweeps streets and shovels accumulations into containers, cuts grass and rakes lawns, moves furniture and equipment, loads and unloads street repair materials and applies them where needed, removes snow; helps clean sewer, water and other catch basins.

REQUIREMENTS

1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
2. Some knowledge of the accepted procedures and processes used in cleaning and maintaining streets and sewer; of routine mechanical and manual operations; of proper methods of caring for equipment, materials and supplies.
3. Ability to understand, remember and follow oral and written directions; to learn quickly from demonstrations; to work harmoniously with other associates, supervisors, and to deal effectively with the public; to perform routine manual operations, to lift heavy objects repeatedly to care for equipment, materials, and supplies.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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(3)

CUSTODIAL WORKER

DEFINITION: Under direction, performs varied simple and routine tasks involved in the cleaning and maintenance of buildings and grounds; does related work as required.

EXAMPLES OF WORK: Either working alone or as one of a group, washes and cleans windows and floors, polishes floors, dusts desks, tables, chairs, and other furniture; cleans business offices, cafeterias, living quarters, classrooms, halls, gymnasiums, auditoriums, lavatories and other buildings; burns trash in incinerators; polishes metal fixtures and trimmings; keeps order in lavatories and locker rooms; acts as watchman; tidies working areas by arranging equipment, materials, and articles in an orderly manner; deposits sweepings in trash cans; replaces burned out light bulbs and services water coolers; in addition to cleaning and maintaining buildings, mows lawns, trims hedges, rakes and burns leaves and refuse, trims driveway and sidewalk edges using spades and hoes; shovels snow from driveways and sidewalks, and spreads sand, salt, or ashes on icy surfaces to prevent slipping; assists carpenters, electricians, painters, plumbers and steamfitters by carrying tools and materials, by placing and removing ladders, and by cleaning up after work has been done; keeps simple records.

REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. Some knowledge of the problems, procedures, methods, tools, equipment, and supplies used in cleaning and washing windows and floors, in waxing and polishing floors, in dusting desks, chairs, and other furniture, and of making minor repairs to heating, electrical and other systems of varied types.
3. Ability to understand, remember, and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

7/1/69

## SENIOR MAINTENANCE REPAIRER

### DEFINITION:

Under direction, performs a variety of the more complex maintenance and repair tasks involved in masonry and/or plastering and/or carpentry and/or painting and/or plumbing and/or steamfitting and/or sheet metal and/or electrical and/or glazing and/or mechanical and/or other types of maintenance work; may take the lead in a small maintenance unit; does related work as required.

### EXAMPLES OF WORK:

Erects simple forms, mixes cement and aggregates, pours and does the finishing work involved in concrete structures; patches and repairs brick and concrete structures; repairs damaged plastered walls and ceilings; spackles, repairs and install locks and fixtures; repairs and constructs simple wooden structures; paints interior and exterior metal, wood and masonry surfaces; repairs plumbing stoppages and repairs leaks in copper soil and iron pipe; replaces washers, gaskets, and makes general service repairs; does general sheet metal work involved in repairing roofs, drainboards and rainspouts, replaces light bulbs, fuses, wall plates, fixture cords and switches; replaces broken glass and repatterns; changes lubricants, refuels and does light maintenance work on equipment and vehicles, cleans tools and equipment; may work from instructions or work orders; inspects completed work, may take the lead over a small maintenance unit; keeps simple records.

### REQUIREMENTS:

1. Ability to read, write, speak and understand English sufficiently to perform the duties of this position.
2. One year of experience in maintenance work involving a variety of tasks.
3. A working knowledge of the standard tools, materials, methods and practices and of the occupational hazards and safety precautions involved in performing general maintenance and repair work.
4. Ability to understand, remember and carry out oral and written directions; to take needed precautions in performing the work; to obtain, store, safeguard, distribute and properly use needed equipment, materials and supplies, and to maintain simple records.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

REVISED

SENIOR TRAFFIC MAINTENANCE WORKER

DEFINITION:

Under direction, performs the more difficult and responsible work involved in the assembly, installation and maintenance of traffic control signs and/or in painting traffic lines and/or takes the lead over one or more traffic maintenance men; does related work as required.

EXAMPLES OF WORK

Performs the more difficult and responsible work involved in mixing paints for traffic lines and in painting traffic lines.

Performs the more difficult and responsible work involved in varied line painting tasks for pedestrian and vehicular traffic.

Performs the more difficult and responsible work involved in painting directional and other traffic signs.

Performs the more difficult and responsible work involved in repairing damaged signs.

Performs the more difficult and responsible work involved in operating automatic line marking machines.

Operates a motor vehicle in connection with the work.

Performs the more difficult and responsible work involved in the lettering of signs.

Obtains, stores, safeguards and properly uses needed equipment, materials and supplies.

Lays out all intersectional, lanes, borders and special street paint lines.

Gives suitable assignments and instructions to assigned employees.

Prepares reports.

Keeps necessary records and files.

REQUIREMENTS

Experience

One year of experience in work involving the assembly, installation, and maintenance of traffic control signs and in painting traffic lines.

Possession of a valid New Jersey driver's license.

Knowledges and Abilities

Considerable knowledge of the materials, equipment and procedures used in the assembly, installation and maintenance of traffic control signs and/or in painting traffic lines.

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to prepare necessary reports.

Ability to apply the proper safety measures in performing the work.

Ability to take the lead over assigned employees.

Ability to understand, remember and carry out oral and written directions.

Ability to learn quickly from observation.

Ability to care for needed equipment, materials and supplies.

Ability to keep necessary records and files.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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